



**Montana Fish,
Wildlife & Parks**

**STATE OF MONTANA
INVITATION FOR BID
(THIS IS NOT AN ORDER)**

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| IFB Number: 090153 | | IFB Title: Region 2 Road Dust Control | |
| IFB Due Date and Time: February 24, 2009 2 p.m., Local Time | | Number of Pages: 7 | |
| ISSUING AGENCY INFORMATION | | | |
| Purchasing Officer: RICK DORVALL | | Issue Date: 2/9/09 | |
| Fish Wildlife and Parks Purchasing Unit 930 Custer Ave PO Box 200701 Helena, MT 59620-0701 | | Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.mt.gov | |
| INSTRUCTIONS TO BIDDERS | | | |
| COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION." | | Mark Face of Envelope/Package: IFB Number: 090153 IFB Due Date: 2/24/09 | |
| | | Special Instructions: Pricing must include all equipment, fuel, mob, de-mob and other operating costs | |
| Alternate Bids: Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate." | | | |
| BIDDERS MUST COMPLETE THE FOLLOWING | | | |
| Payment Terms: Net 30 days | | | |
| Bidder Name/Address: | | Authorized Bidder Signatory: (Please print name and sign in ink) | |
| Bidder Phone Number: | | Bidder FAX Number: | |
| Bidder Federal I.D./Social Security Number: | | Bidder E-mail Address: | |
| IMPORTANT: SEE STANDARD TERMS AND CONDITIONS | | | |

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations **ONLY** if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are **ONLY** accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.



OVERVIEW:

The STATE OF MONTANA, Department of Fish, Wildlife and Parks, (FWP), (hereinafter referred to as "the State") is seeking a vendor to provide Road Dust Abatement Magnesium Chloride at various Fishing Access Sites and State Parks in the Region 2 Missoula Management area. A more detailed description of services sought for this IFB is provided in the following specifications.

1.0 Dust Application Specifications

The primary dust control product to be used for this contract will be Magnesium Chloride. If for some reason Magnesium Chloride is not available, other options might be Lignon Sulfanate or some other State approved products. Contractor must notify and gain approval from FWP contract liaison if change from Magnesium Chloride is required.

- The magnesium chloride application must control the road dust a minimum of 4 months after application. If the application fails before this time frame, the contractor will be required to reapply at the expense of the contractor.
- .50 gallon per square yard minimum application rate required.
- Magnesium chloride solution must be a minimum of 30% concentration.
- A 14 foot minimum application width is required.
- An application of water on the road surface will be required prior to magnesium chloride application.
- Application of magnesium chloride is **NOT** to be done in rain or if rainy conditions are prevalent.

2.0 Time Requirements

- Application will normally be accomplished prior to Memorial Day, May 25 but no later than June 30 of each contract year.
- Application must be done on mid-weekdays between the hours of 8:00 a.m. and 6:00 p.m. so as not to interfere with recreation users.
- No application will be done on weekends, Holidays or Fridays without prior approval from FWP contract liaison.

3.0 Contractor Responsibilities

- Contractor is responsible for obtaining all required licenses and permits required by State and Federal Law to apply dust control products.
- Contractor is responsible for posting warning signs during application operations to provide public traffic safety and immediately after application. The signs must be posted in a visible manner at each road entrance prior to driving on applied surfaces. Example: Drive Slow/ Caution- Fresh Dust Control Ahead.
- **Required:** Roundup Ninemile Prairie Road and Placid Lake Campground entrance road require the contractor to notify Missoula County Road Department prior to dust application. Contractor must obtain the proper permits in writing a minimum of 30 days in advance of application. Contractor will be required to verbally contact Missoula County Road Department five (5) days prior to actual application on the road to verify date and time for application. If Contractor fails to comply with this requirement and reapplication is necessary, all cost for reapplication will be the responsibility of the Contractor.

- Contractor must be able to provide proof of liability insurance and **either** Independent Contractor Exemption Certificate **or** Proof of Workers Compensation Insurance to FWP Purchasing Officer before contract can be executed.

Special Site Requirements: Vendors are encouraged to visit the job sites to become fully aware of the conditions relating to the requirements. Failure to do so will not relieve the successful vendor of their obligations to furnish all equipment, product and labor necessary to carry out the provisions of the contract. Contractor shall make all necessary arrangements to protect the work, adjacent property and the public in all phases of site work. The selected contractor will be required to keep the sites free from debris and accumulation of waste as well as remove all equipment, tools and materials upon job completion.

4.0 Fish, Wildlife and Parks Responsibilities (FWP)

- FWP personnel will provide the contractor with on site specifics as requested. Contractor must contact FWP liaison five (5) days prior to application to coordinate times, dates and any specific site needs.

5.0 BIDDING/CONTRACT REQUIREMENT

- Bidder must provide at least three (3) references of previous dust abatement applications. References should include location, contact name, phone number and type of product used.
- The State reserves the right to accept or reject any or all bids, to waive informalities and technicalities, to accept the most advantageous to the agency
- The State reserves the right to change number of locations depending on budget restrictions. Some sites may not be serviced or new sites may be added.

Termination:

This Contract can be terminated if contractor fails to follow all the required specifications outlined. Fourteen days written notice from the Contractor or FWP will be needed describing the circumstance if either party decides to terminate.

Compensation:

FWP will make a lump sum payment net 30 days after completion of services and receipt of properly submitted invoice.

Contract Renewal:

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for up to 7 years depending on bids. Contract extensions are based on legislative appropriations and contract may be terminated at any time during the contract period.

Cost increases by Mutual Agreement:

After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. If both parties cannot agree upon cost increase, contract will terminate at the end of the current term.

Additional Application Requests:

Periodically due to Regional Management needs, additional lengths or new areas may need dust abatement above and beyond the basic contract request. This contract would allow for those additions and the price charged per request would be negotiated with the contractor if this should occur.

6.0 COST PROPOSAL

Cost per lineal foot must include product, equipment, fuel, mob, demob and all other costs associated with application of product.

| | SITE | LOCATION | LENGTH WIDTH | COST PER FT | SITE COST |
|----|--|--|-------------------------|----------------------------|----------------------|
| A. | Salmon Lake State Park Campground | 5 miles S. Seeley Lake Hwy 83 | 2,200 ft. x 14 ft. | \$ | \$ |
| B. | Placid Lake County Road At State Park Entrance | 3 miles S Seeley Lake Then 3 miles on Co. Rd. | 400 ft. x 14 ft. | \$ | \$ |
| C. | Roundup FAS Ninemile County Road | 26 miles E. of Bonner | 700 ft. x 14 ft. | \$ | \$ |
| D. | Sharon FAS | .5 miles NE of East Missoula on Hwy 10 | 330 ft x 14 ft. | \$ | \$ |
| E. | Mullan Road FAS | Reserve St in Missoula to Mullan Rd. W 3.5 miles to Cote Lane, S to Toby then left on Council Way to bottom of hill. | 800 ft. x 14 ft. | \$ | \$ |
| F. | Council Grove State Park | 6 miles W on Mullan Rd. | 1300 ft x 14 ft. | \$ | \$ |
| G | Chief Looking Glass FAS | S. of Lolo on Hwy 93 for 6 miles Turn E on Chief Looking Glass Rd then 1 mile to FAS | 600 ft. x 14 ft. | \$ | \$ |

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|----|----------------------------|--|----------------------|----|----|
| H. | Poker Joe FAS | 19miles S of Missoula on Hwy 93 then 1.5 milse on County Rd to Simpson Lane | 1000 ft. x 14 ft. | \$ | \$ |
| I. | Lost Creek State Park | 1.5 miles east of Anaconda on Mt I, then 2 miles north on 273 then 6miles west | 400 ft. x 14 ft | \$ | \$ |
| J. | Tarkio FAS | I-90 W Exit 61 ¾ mi south the east on old RxR Bed | 600 ft. x 14 ft | \$ | \$ |
| | Total for All Sites | | | | \$ |

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| IFB Checklist |
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Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.